

UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA

IN RE:

BK NO.:  
Chapter 13

Debtor(s).

**[EXAMPLE ONLY - INDIVIDUAL DEBTOR(S)'S SITUATIONS  
MUST BE CONSIDERED IN DRAFTING A PLAN!]**

**CHAPTER 13 PLAN**

**YOUR RIGHTS WILL BE AFFECTED.** You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this plan must file a timely written objection. This plan may be confirmed and become binding unless written objection is filed before the deadline stated on the separate Notice you should have received from the Court.

**THIS PLAN DOES NOT ALLOW CLAIMS:** You must file a proof of claim to receive distributions under any plan that may be confirmed.

**1. PAYMENT AND LENGTH OF PLAN**

There shall be paid to the Chapter 13 Trustee the sum of \$\_\_\_\_\_ each month for \_\_\_\_\_ months by debtor(s) in such installments as agreed upon with the Trustee, for payment of all existing debts of debtor(s) pursuant to this Plan, except as the Court may otherwise order. Debtor(s) submit(s) all future income to the supervision and control of Trustee during the pendency of this case and agree to pay sufficient funds to the Trustee to fully complete this Plan.

From the payments so received, the Trustee shall make disbursements as follows:

**2. ADMINISTRATIVE CLAIMS**

- A. Trustee's Fees and Expenses:        \$\_\_\_\_\_
- B. Unpaid Attorney Fees:                \$\_\_\_\_\_
- C. Other Priority Claims:                \$\_\_\_\_\_

### 3. SECURED DEBT PAID OUTSIDE THE PLAN AND SURRENDER OF COLLATERAL

The following payments will be made to secured creditors during the time of the Plan. If the collateral is not surrendered to the creditor, the creditor will retain its lien upon the collateral securing its claim.

<u>Name of Creditor</u>	<u>Type Collateral</u>	<u>Amt. Owed</u>	<u>Fair Value</u>	<u>Payment / Month</u>
1. _____				
2. _____				

(CONTINUE AS NEEDED)

Debtor(s) surrender(s) the following collateral. Upon confirmation, the stay is lifted as to surrendered collateral.

<u>Creditor</u>	<u>Collateral to be Surrendered</u>
1. _____	

(CONTINUE AS NEEDED)

### 4. UNSECURED CLAIMS

After payment is made to administrative claims set forth in paragraph 2. above, the Trustee shall pay dividends, prorata, on claims allowed to all remaining unsecured creditors, which amounts to \_\_\_\_\_% of the total unsecured debt. The amounts owed to the unsecured creditors and their names are listed as follows:

NAME OF CREDITOR	AMOUNT OWED
1. _____	
2. _____	
3. _____	

(CONTINUE AS NEEDED)

TOTAL UNSECURED \$ \_\_\_\_\_

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## 5. CO-DEBTOR CLAIMS

Co-debtor claims will be handled as follows: \_\_\_\_\_

## 6. ANTICIPATED MOTIONS AND OTHER PLAN PROVISIONS

### A. LIEN AVOIDANCE (11 U.S.C. 522(f)):

Debtor(s) intend(s) to or has (have) filed motions to avoid the fixing of liens pursuant to 11 U.S.C. 522(f) against the following creditors:

1. \_\_\_\_\_  
(CONTINUE AS NEEDED)

### B. LIEN RETENTION:

All secured creditors, except those whose liens are avoided pursuant to the provisions of 522(f), shall retain their liens until paid as provided for by this Plan.

### C. MOTIONS TO VALUE COLLATERAL (11 U.S.C. 506):

Debtor(s) intend(s) to or has (have) filed motions to value collateral with respect to the following creditors and collateral:

NAME OF CREDITOR:	COLLATERAL:
1. _____	_____
2. _____	_____

(CONTINUE AS NEEDED)

### D. VESTING OF PROPERTY OF THE ESTATE

Property of the estate shall revert in Debtor(s) upon confirmation [OR discharge OR other].

### E. PAYMENT NOTICES

Creditors and lessors provided for in this plan may continue to mail customary notices or coupons to the Debtor(s) or trustee notwithstanding the automatic stay.

## 7. CURING OF DEFAULTS

The debtors(s) propose(s) to cure defaults within a reasonable time in accordance with 11 U.S.C. 1322(b)(3) and (5) and shall do so as follows:

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## 8. REJECTION OF CLAIM -- SECURED CREDITOR

Debtor(s) elect(s) not to assume the lease or contract with creditors named in this paragraph and shall surrender to such creditor the collateral subject to the lien or lease in full satisfaction of any and all claims, secured or unsecured creditor may have against debtor(s) arising from the transaction creating creditors interest in the said property.

1. \_\_\_\_\_

2. \_\_\_\_\_

(CONTINUE AS NEEDED)

## 9. EXECUTORY CONTRACTS

All executory leases and contracts not set forth above are rejected except \_\_\_\_\_

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(CONTINUE AS NEEDED)

Dated: \_\_\_\_\_

\_\_\_\_\_  
Counsel for Debtor(s)

Dated: \_\_\_\_\_

\_\_\_\_\_  
Debtor

\_\_\_\_\_  
Debtor

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